

64407

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[illegible]

Superfund Records Center
SITE: New Bedford
BREAK: _____
OTHER: 64407

Dear Attorney Catri:

Mr. Vohnoutka has supplied me with a copy of an executed two-page Consent For Access to Property form voluntarily granting the E.P.A. access to the site under authority conferred by Section 104(e) of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9604(e). Mr. Vohnoutka informs me that he signed this Agreement without benefit of counsel and in a spirit of cooperation with E.P.A.'s Superfund Cleanup effort.

My client is, however, distraught and angry that E.P.A. has failed to give reasonable notice before conducting activities on the site and hereby places E.P.A. on Notice that such activity to date, has already interfered with and impeded my client's ability to conduct business, notwithstanding E.P.A.'s representations to the

contrary in the executed Consent and in the cover letter of 3 February 1999 from David J. Dickerson, Remedial Project Manager.

Further, Mr. Vohnoutka has been told that E.P.A. has held various hearings on matters that affect his interests as property owner without any notice whatsoever to Karpa, Inc.

My client is not opposed to providing reasonable access to Parcel #263 with adequate notice and opportunity to discuss the particulars and parameters of such access as may be required under federal law. Rather, my client is opposed to unannounced and unanticipated encumbrances upon Parcel #263 that have the immediate effect of diminishing what is at this time a high market value for the property. My client will not permit a "regulatory taking" of his private property without just compensation.

Moreover, I construe the Consent itself, in the form given to the E.P.A. by my client, as merely a revocable license to enter upon his private property on Parcel #263 and not a binding agreement.

Therefore, in view of the foregoing and without waiving any remedies at law or in equity that may be available to my client with respect to E.P.A.'s entrance upon and use of my client's private property on Parcel #263, my client hereby revokes his Consent For Access to his property as given on February 17, 1999 and demands that E.P.A. remove any and all materials and equipment placed upon or installed on his property until the parties can better define and delineate E.P.A.'s needs in relation to my client's property rights and interests.

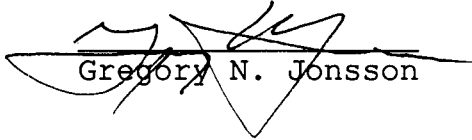
Please be further advised that my client has received several recent expressions of interest in his property and is very close to entering into a Purchase and Sale Agreement for high value.

It is essential, at this time, that we be given an opportunity to meet with E.P.A. to discuss the best means of accommodating the Agency's Superfund mandate and my client's financial concerns.

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Therefore, I request that you arrange for a meeting where these issues can be fully and fairly evaluated.

Sincerely yours,


Gregory N. Jonsson

GNJ/df